



AGENDA

Port of Bandon
 Regular Commission Meeting
 July 22, 2021, 5:00pm
 City Council Chambers
 Coquille, OR

A.	Consent Calendar		
i.	June Minutes	Commissioners	A-C
ii.	June Financials	Commissioners	D-M
B.	Presiding Officer and Commissioners Comments		
i.	Oath of Office	Commissioners	Verbal
ii.	Election of Officers	Commissioners	Verbal
C.	Ordinances and Resolutions		
D.	Public Contracts and Purchasing		
i.	Sediment Testing/Professional Services Contract	Jeff/Commissioners	1-8
ii.	Fishing Pier Contract	Jeff/Commissioners	9-21
E.	Public Hearings		
F.	Port Managers Report		
i.	Marina Funding Update	Jeff/Commissioners	22-27
ii.	ODFW Report/Discussion on Coquille River	Mike Gray, ODFW	28-33
iii.	Bandon Bay Jets	Jeff/Commissioners	34
iv.	Other	Jeff/Commissioners	
G.	Port Staff Reports		
i.	Harbormaster	Shawn/Commissioners	Verbal
ii.	Farmers Market	Peggi/Commissioners	Verbal
H.	Executive Session		
I.	Other Miscellaneous Matters		
J.	Public Comment		
K.	Adjournment		

NOTES:

Port of Bandon
Regular Commission Meeting
June 24, 2021 5:00pm
Old Town Marketplace
Bandon, OR

Commissioners Present: Reg Pullen, via phone Rick Goche, Harv Schubothe, Donny Goddard, Wayne Butler

Staff: Jeff Griffin - Port Manager, Josh Adamson - Project Manager, Shawn Winchell – Harbormaster, Peggi Towne – Farmers Market Manager

Volunteer: John Towne – Farmers Market

Guests: Lori Osborne, Barry Osborne, Rod Taylor

Commissioner Pullen opened the meeting at 5:00.

A motion was made by Commissioner Butler to approve the consent calendar. Motion seconded by Commissioner Schubothe. Motion passes unanimously.

Resolution 2021-03 detailing option changes for moorage rates was presented by staff. Exhibit A was a 3% increase in previous rates as they have been for the last 5 years. Exhibit B keeps the 3% increase option with a change in the monthly rates. By multiplying the weekly rate times two, gives a better range between a weekly and a monthly than in previous rates.

Commissioner Goche made a motion to accept and approve Resolution 2021-03 with Exhibit B as the option. Commissioner Goddard seconded the motion. Motion passes unanimously.

Jeff presented Resolution 2021-04 with changes made from recommendation at last meeting. John Towne liked the public comment sections detailed in the bylaws. Agreed to allow public to speak before each item is voted upon.

Commissioner Butler made a motion to accept and approve Resolution 2021-04. Commissioner Goddard seconded the motion. Motion passes unanimously.

Staff reported that three bids were received for the ADA fishing pier. All bids came in over the engineers project estimated cost. Jeff has been in negotiations with Billeter Marine who was the lowest responsive and responsible bidder to get value engineering to lower costs and rebid. Billeter's new bid was submitted at \$484,011.

Commissioner Goche moved to accept Billeter Marine's revised bid and to have staff move forward in preparing contract to construct the ADA fishing pier. Commissioner Butler seconded. Motion passes unanimously.

Discussion was held regarding mariculture feasibility using the Moore Mill log yard area along the Coquille River. Salinity tests and depths have been studied over the last several months. Jeff has been in contact with Moore Mill regarding a partnership in expanding and creating a larger farm similar to that of Dulse at the Coast Guard Building. Jeff detailed funding options that could be available for a project like this. Commissioners thought it was a great idea and an untapped market in this area. Jeff will keep updating.

Oregon State Marine Board completed engineering plans for a new wider launch ramp and transient dock in the sport basin. OSMB did not charge the port for the designs. Port staff can obtain permits to make this project ready.

Staff Report:

- The City of Bandon Planning commission recommends the Port conduct some public outreach pertaining to the text amendment to the C3 Zone change. Once the public information has been submitted, the planning commission will schedule review. Jeff will work with staff to determine method for public outreach.
- A small seed grant through the Roundhouse Foundation has been obtained by the Port through the volunteer efforts of Tatiana Haval, daughter of Vicki Affatati to construct a kelp mural on the OTM building. This project will be done with school age children in panels that will be installed on the building.
- Chris Foltz who sculpted the wood statues on the boardwalk will be taking a week in August to train staff on refurbishing and prevention of the sculptures. Chris is also attending the Washington State Wood Carving Championships in Sedro Wooley, WA and was looking for sponsorship. The sponsor gets to keep the sculpture he carves. The Port is proposing to sponsor in partnership with the Bandon Chamber of commerce and ask for donations in turning the sculpture into a memorial for recently passed City and Port attorney Fred Carleton.
- The Yaquina Hopper Dredge was at the entrance for under a day. There is a high spot to the west of the entrance that was the main focus of the dredging activity.
- The City of Bandon Planning Commission is meeting on the development of a 48-unit housing development to be constructed off Seabird Ave. Jeff will be attending and asked for Commissioner opinion and support.
Commissioner Goche made a motion for Jeff to weigh in on the Planning Commission meeting regarding the 48-unit housing development with the full support of the Commission. Commissioner Schubothe seconded. Motion passes unanimously.
- Shawn gave an update on the benches for the Travel Oregon Grant and showed a panel for the new garage doors to be assembled from the Kinsman Foundation Grant. The crew has also installed a mylar wrap around the dulse tanks to help regulate temperature.

- Peggi stated the Farmers Market is now to 41 vendors and growing strong. She currently has a small waiting list and is giving priority to farmers first.
- A card and gift were presented to Commissioner Harv Schubothé as this is his last meeting before Commissioner elect Rob Taylor is sworn in. The gift presented was a bull rail with cleats attached and hardware mounted used to construct the boardwalk.

Public Comment

John T had questions about liveboards and overnight moorage rates.

Lori reassured Staff and Commissioners that the chamber will raise the donation money for the sponsorship of the statue and stated that Fred Carleton loved kayaking.

Meeting was adjourned at 5:50pm

Respectfully submitted by Joshua Adamson



**Advanced
Remediation
Technologies, Inc**

690 NW 1ST AVENUE, SUITE 109
CAMBY, OREGON 97013
(503)-266-2122

July 9, 2021

Mr. Jeff Griffin
Port of Bandon
P.O. Box 206
Bandon, Oregon 97411

Re: Estimated Cost for Sediment Sampling and Characterization for Port of Bandon
Boat Slip and Boat Ramp Basins, River Mile 0.9 Coquille River in Bandon, Oregon

Dear Mr. Griffin,

Thank you for considering Advanced Remediation Technologies, Inc. (ART) for performing the above referenced services. As requested, ART is pleased to submit this cost estimate for collecting data and preparation of a sediment characterization report for sediment dredging at the above referenced site. It is our understanding that the Port of Bandon is requesting assistance with completing this dredge characterization project for the boat basin and boat ramp basin.

SCOPE OF WORK

ART has an extremely experienced project team that will provide the services necessary for sediment characterization for the dredging project. We have contacted the PSET team leader to establish the criteria for an evaluation of the dredged material management units (DMMUs) to be delineated. We understand that this assistance will help with communication and understanding the regulatory requirements imposed by state and federal agencies and what the owner and contractor are obligated to follow as part of the Nationwide Permit Application (NWP) to be submitted by the Port of Bandon.

The Port of Bandon (Permittee) was authorized to dredge approximately 33,000 cubic yards (CY) of material from the boat basin and approximately 9,000 CY of material from the boat ramp basin according to the last approved suitability determination memorandum. Dredging activities were to be completed by February 2016. Dredged material is currently approved to be placed in the Coquille River during ebb tides. The data recency determination (7 years) is about to expire in March 2022 which require sediment to be re-characterized. We have prepared a preliminary scope of work described in the Tasks described below.

Sediment Characterization

Task 1 Sampling and Analysis Plan

The sampling and analysis plan (SAP) will include methods for collecting chemical and physical data of sediments for the project as well as a quality assurance plan. The SAP will be submitted to the Client for review, prior to submitting to the agencies.

Task 2 – Sediment Sampling

Task 2 includes collection and analysis of approximately two (2) sediment cores per basin that will be collected that will be collected using a manual core sampling system. The location of the sample sites will be the dredge prism of the boat basin and the channel of the boat ramp. The target depth of the cores is estimated to extend five (5) feet below mudline, with approximately two (2) feet of penetration into the proposed post dredge surface elevation (-13 mean low low water [MLLW] for the boat basin and -9.75 MLLW for the boat ramp. The specific objectives of the sediment investigation include:

- Log the depth of surface sediments to the proposed post dredge surface
- Collect sediment cores to composite for chemical analysis of the sediments to be removed and the post dredge surface.

Pre-decontaminated 2-inch diameter stainless steel core barrels with polyethylene core liners will be advanced to collect sediment from the mudline to 2-feet below the post dredge surface. Sediment cores will be removed from the sampler within the polyethylene core liners and placed on the dock, where the percent recovery will be determined for each core. The portion of core containing sediment will then be cut into approximately 1-foot increments (if necessary) and capped for temporary storage until processing. Sediment samples will be labeled with a unique sample identifier, including the sampling location as well as the date and time of collection. The sediment sample containers will be stored in iced coolers for shipment to the laboratory.

ART will use a Trimble GPS unit coupled with a RTK GNSS system to locate the position and elevation of the each core. The GNSS base is a Trimble RTK 900, equipped with a Zephyr Model II Geodetic antenna, transmitting on the 900 MHz frequency. The GNSS rover is a RTK 542 receiver, equipped with a Zephyr Model 2 antenna. Both units are 40 channel and capable of tracking all currently available GNSS satellites in the US, Russian, European, and other systems. Used in conjunction, RTK accuracies of sub-centimeter can be obtained in the horizontal and vertical axes. Sediment will then be extracted from the core liners using decontaminated or disposable stainless-steel trowels or spoons. Sample material from the dredge prism depth and the proposed post dredge surface of the sediment sample interval will be removed from the core liner and placed into a decontaminated mixing container. The sample material will then be homogenized with a decontaminated hand tool, and then placed in appropriately labeled sample containers (one composite for the dredge prism and one for the post dredge surface). The samples will be labeled with a

Sediment Characterization

unique sample identifier, including the sampling location as well as the date and time of collection. The core sample containers will be stored in iced coolers for shipment to the laboratory.

Task 3 – Sediment Analysis

Laboratory testing procedures will be conducted in accordance with the specific sampling and testing protocols outlined in the Sediment Evaluation Framework for the Pacific Northwest (SEF, 2018) guidance. The two representative composite samples of the area of dredge prism (DP) for the two basins that the National Marine Fisheries Service (NMFS), U.S. Environmental Protection Agency (USEPA) and Oregon department of Environmental Quality (ODEQ) has requested will be analyzed for conventional and chemicals listed in the table below. It is assumed that the two composited samples will be submitted for analysis for conventional and chemical.

Parameter	Prep Method	Analysis	Sample Quantitation Limit (SQL) ^{1/}
STANDARD CHEMICALS OF CONCERN			
Conventional:			
Total Solids (%)	---	EPA 2450-G	0.1
Total Organic Carbon (%)	PSEP 1997 and Bragdon-Cook 1993	EPA 5310B mod or EPA 9060	0.1
Total Sulfides (mg/kg)	---	PSEP 1997	1.0
Ammonia (mg/kg)	---	Plumb 1981	0.1
Grain Size (%)	---	PSEP 1986 or ASTM D-422 mod	1.0
Atterberg Limits	---		---

Parameter	Prep Method	Analysis	Sample Quantitation Limit (SQL)
Chemicals:			
Polynuclear Aromatic Hydrocarbons (PAHs; µg/kg):			
Low-molecular weight PAHs			
Naphthalene	EPA 3550-mod ^{3/}	EPA 8270	20
Acenaphthylene	EPA 3550-mod ^{3/}	EPA 8270	20
Acenaphthene	EPA 3550-mod ^{3/}	EPA 8270	20
Fluorene	EPA 3550-mod ^{3/}	EPA 8270	20
Phenanthrene	EPA 3550-mod ^{3/}	EPA 8270	20
Anthracene	EPA 3550-mod ^{3/}	EPA 8270	20
2-Methylnaphthalene	EPA 3550-mod ^{3/}	EPA 8270	20
High-molecular weight PAHs			
Fluoranthene	EPA 3550-mod ^{3/}	EPA 8270	20

Sediment Characterization

Parameter	Prep Method	Analysis	Sample Quantitation Limit (SQL)
Chemicals:			
Pyrene	EPA 3550-mod ^{3/}	EPA 8270	20
Benzo(a)anthracene	EPA 3550-mod ^{3/}	EPA 8270	20
Chrysene	EPA 3550-mod ^{3/}	EPA 8270	20
Benzo(a)fluoranthene	EPA 3550-mod ^{3/}	EPA 8270	20
Benzo(a)pyrene	EPA 3550-mod ^{3/}	EPA 8270	20
Indeno(1,2,3-c,d)pyrene	EPA 3550-mod ^{3/}	EPA 8270	20
Dibenzo(a,h)anthracene	EPA 3550-mod ^{3/}	EPA 8270	20
Benzo(g,h,i)perylene	EPA 3550-mod ^{3/}	EPA 8270	20
Chlorinated Hydrocarbons (µg/kg):			
1,4-Dichlorobenzene	EPA 3550-mod ^{3/}	EPA 8270	20
1,2-Dichlorobenzene	EPA 3550-mod ^{3/}	EPA 8270	20
1,2,4-Trichlorobenzene	EPA 3550-mod ^{3/}	EPA 8270	20
Hexachlorobenzene	EPA 3550 ^{3/} /3540	EPA 8270/8081	10
Phthalates (µg/kg):			
Dimethyl phthalate	EPA 3550-mod ^{3/}	EPA 8270	20
Diethyl phthalate	EPA 3550-mod ^{3/}	EPA 8270	20
Di-n-butyl phthalate	EPA 3550-mod ^{3/}	EPA 8270	20
Butyl benzyl phthalate	EPA 3550-mod ^{3/}	EPA 8270	20
Bis(2-ethylhexyl)phthalate	EPA 3550-mod ^{3/}	EPA 8270	100
Di-n-octyl phthalate	EPA 3550-mod ^{3/}	EPA 8270	20
Phenols (µg/kg):			
Phenol	EPA 3550-mod ^{3/}	EPA 8270	20
2 Methylphenol	EPA 3550-mod ^{3/}	EPA 8270	20
4 Methylphenol	EPA 3550-mod ^{3/}	EPA 8270	20
2,4-Dimethylphenol	EPA 3550-mod ^{3/}	EPA 8270	20
Pentachlorophenol	EPA 3550-mod ^{3/}	EPA 8270	100
Miscellaneous Extractables (µg/kg):			
Benzyl alcohol	EPA 3550-mod ^{3/}	EPA 8270	50
Benzoic acid	EPA 3550-mod ^{3/}	EPA 8270	100
Dibenzofuran	EPA 3550-mod ^{3/}	EPA 8270	20
Hexachloroethane	EPA 3550-mod ^{3/}	EPA 8270	20
Hexachlorobutadiene	EPA 3550 ^{3/} /3540	EPA 8270/8081	10
N-Nitrosodiphenylamine	EPA 3550-mod ^{3/}	EPA 8270	20
Pesticides/PCBs (µg/kg):			
DDE	EPA 3540	EPA 8081	2
DDD	EPA 3540	EPA 8081	2
DDT	EPA 3540	EPA 8081	2
Aldrin	EPA 3540	EPA 8081	2
Chlordane compounds	EPA 3540	EPA 8081	2
Dieldrin	EPA 3540	EPA 8081	2
Heptachlor	EPA 3540	EPA 8081	2
Lindane	EPA 3540	EPA 8081	2
Total PCBs	EPA 3540	EPA 8082	10
beta-Hexachlorocyclohexane	EPA 3540	EPA 8081	2

Sediment Characterization

Parameter	Prep Method	Analysis	Sample Quantitation Limit (SQL)
Chemicals:			
Endrin ketone	EPA 3540	EPA 8081	2
Metals (mg/Kg)			
Antimony	EPA 6020	EPA 6020B	0.5
Arsenic	EPA 6020	EPA 6020B	5
Cadmium	EPA 6020	EPA 6020B	0.5
Chromium	EPA 6020	EPA 6020B	5
Copper	EPA 6020	EPA 6020B	5
Lead	EPA 6020	EPA 6020B	5
Mercury	EPA 7471	EPA 7471B	0.05
Nickel	EPA 6020	EPA 6020B	5
Selenium	EPA 6020	EPA 6020B	1
Silver	EPA 6020	EPA 6020B	0.5
Zinc	EPA 6020	EPA 6020B	5

Parameter	Prep Method	Analysis	Sample Quantitation Limit (SQL) ^{1,2}
Site Specific Chemicals			
Tributyltin ($\mu\text{g}/\text{Kg}$)			
Mono-, di-, tri-, and tetra-butyltin	EPA 8270-SIM	EPA 8270-SIM	5
Total Petroleum Hydrocarbons (mg/Kg)			
TPH-diesel	EPA 3630/3665	NWTPH-Dx	25
TPH-residual	EPA 3630/3665	NWTPH-Dx	50
Notes			
¹ SQLs are based on dry sample weight assuming no interferences; site-specific method modifications may be required to achieve these SQLs in some cases.			
² Includes hydrochloric acid digestion per EPA 3050-B.			
³ EPA Method 3550 is modified to add matrix spikes before the dehydration step, not after.			

Samples will be packaged and transported in a manner that protects the integrity of the sample and prevents detrimental effects due to the possible hazardous nature of samples. Regulations for packaging, marking, labeling, and shipping hazardous materials are promulgated by the U.S. Department of Transportation (DOT) in the Code of Federal Regulations (CFR), 49 CFR 171 through 177. The samples will be submitted, following standard chain-of-custody procedures, to ALS Environmental, in Kelso, Washington. Samples will be submitted for normal turnaround analysis (15 to 20 working days).

Task 4 – Report Preparation

On completion of Task 1 through 3 ART will prepare a sediment characterization report. The objective of the report is to evaluate the data, identify environmental conditions, and give recommendations and conclusions about those environmental impacts, if present. ART will prepare field sampling data sheets and site plans showing the location of the sediment

Sediment Characterization

samples for incorporation into the sediment characterization report. The following will be included in the report:

- Project summary
- Locations where the sediment samples were collected
- A plan view of the project showing the actual sampling location
- Description of sampling protocols and deviations from the PSET-approved sampling and analysis plan (if any)
- Chemical testing data and comparison to the 2018 marine SLs
- QA/QC summary of field collection and laboratory data report

A draft report will be prepared documenting the results of the sediment analysis for the Client's review.

BUDGET

The proposed work is to provide assistance to the Port of Bandon on sediment characterization for dredging. The budget to perform Task 1 through 4 is estimated to be **\$12,530.00**. ART will bill the work on a Time and Materials basis consistent with the attached Terms and Conditions and fee schedule. Charges for work that is not part of the proposed scope of work are not included in the budget estimate.

The estimated cost and proposed scope of work are based on information available to ART at this time. If conditions change, unforeseen circumstances are encountered, or work efforts are redirected, the cost estimate may require modification.

Sediment Characterization

SCHEDULE

ART can begin work on this project as soon as it receives a notice to proceed.

Please indicate approval of the proposal by having the appropriate representative sign below. After they have signed one original, please return the entire document and have your client retain another original for their records. Any modifications in the attached language must be accepted by both parties. Thank you for considering Advanced Remediation Technologies, Inc.

Sincerely,

Advanced Remediation Technologies, Inc.

Lance Downs PE, GE Digitally signed by Lance Downs PE, GE
Date: 2021.07.09 10:41:25 -07'00'

Lance A. Downs, PE, GE
Sr. Principal Engineer

Attachments: Est. Budget
Fee Schedule
General Terms and Conditions

The above proposal, including all attachments, has been read and understood and is hereby agreed to and accepted. It is agreed that the attached "General Terms and Conditions" (which contains a limitation of liability provision), and Addendum(s), if any, form an express part of the Contract, as evidenced by my signature below:

By _____

Date _____

Name _____
(please print)

Title _____

Sediment Characterization

Estimated Budget
Port of Bandon, Sediment Characterization

Task	Total
Task 1 – Sampling and Analysis Plan	\$1,580
Task 2 _ Sediment Sampling	4,550
Task 3 – Sediment Analysis	3,910
Task 4 – Sediment Characterization Report	2,490
Total	\$12,530.00

Port of Bandon

CONSTRUCTION AGREEMENT – FISHING PIER CONSTRUCTION

THIS AGREEMENT is entered into by and between Port of Bandon (“Port”) and Billeter Marine, LLC, a business authorized to conduct business in the State of Oregon. This Agreement shall be effective upon signing by both parties hereto.

This Agreement consists of the following documents:

1. The terms and conditions of this Agreement, less its exhibits;
2. Exhibit A, the Statement of Work;
3. Exhibit B, the Payment Terms;
4. Exhibit C, the Solicitation Document;
5. Exhibit D, the Proposal.

In the event of a conflict between the terms of this Agreement and the terms provided in any exhibit, the Agreement terms shall prevail.

WITNESSETH:

In consideration of the mutual covenants and agreements set forth below, Port and Contractor agree as follows:

1. Project Description.

1.1 Work Site. Port controls the Bandon Marina Breakwater along the Coquille River in Bandon, Oregon. The project (“Project”) shall consist of construction of an approximately 1,000 square-foot concrete, FRP, and steel public fishing pier and 650-square-foot ADA designed access ramp. A detailed Scope of Work is attached hereto as **Exhibit A** and incorporated herein by this reference.

1.2 Authorized Representatives. For purpose of this agreement, the parties’ authorized representatives shall be as follows:

(a) For the Port: Jeff Griffin, Port Manager (541) 347-3206

(b) For Contractor: Peter L. Billeter, Manager (541) 269-8600

2. Performance and Delivery.

2.1 Statement of Work. Contractor shall perform the work as set forth in the Statement of Work (**Exhibit A**).

2.2 Change Orders. Either Port or Contractor may request a change to the Statement of Work by submitting a written change request describing the change requested. A Change Order shall alter only that portion of the Statement of Work to which it expressly relates and shall not otherwise affect the terms and conditions of this Agreement. Both parties must sign the Change Order to authorize the Work described therein and incorporate the changes into this Agreement.

2.3 Final Acceptance. "Final Acceptance" shall occur when, in the Port's sole determination, Contractor has materially complied with all terms and conditions of this Agreement. Upon substantial completion of the Work herein described, Contractor shall notify Port that the Work is substantially complete. The Port shall then inspect such Work, and, if indicated, shall issue a written Notice of Substantial Completion with an itemized punch list of tasks or services to be completed before Final Acceptance. Upon making a determination that Contractor has materially complied with all terms and conditions of this Agreement, including completion of the itemized punch list described herein, if any, the Port shall issue a written Notice of Final Acceptance to Contractor.

3. **Contractor's Personnel**. Contractor shall not use subcontractors to perform the Work unless specifically authorized to do so by the Port. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work shall perform the Work in accordance with the warranties set forth in Article VI of this Agreement.

4. **Term**. This Agreement shall be effective on the date of signing by both parties hereto, and shall terminate upon Contractor's receipt of final payment, except that Contractor's warranties in Section 6 and Contractor's obligation to indemnify the Port described in Section 8 shall survive termination of this Agreement.

5. **Payment**.

5.1 Compensation. For work performed, Port shall compensate Contractor in an amount not to exceed **\$484,011.00**.

5.2 Payment Terms. Payment shall be based upon on completion of each task or phase of Work described in the Proposal and Statement of Work. The terms of payment shall be as described in **Exhibit B**, which is attached hereto and incorporated herein by this reference.

5.3 Retainage. The Port may withhold up to 10 percent of the contract price as retainage until Final Acceptance, as described in Section 2.3 of this Agreement.

6. **Contractor's Duties, Representations, and Warranties**.

6.1 General Representations and Warranties. Contractor represents and warrants to Port that:

6.1.1 Contractor has the power and authority to enter into and perform this Agreement;

6.1.2 This Agreement, when executed and delivered, will be a valid and binding obligation of Contractor enforceable in accordance with its terms;

6.1.3 Contractor will, at all times during the term of this Contract, be qualified to do business in the State of Oregon, professionally competent and duly licensed to perform the Work;

6.1.4 Contractor is not in violation of, charged with nor, to the best of Contractor's knowledge, under any investigation with respect to violation of, any provision of any federal, state or local law, ordinance or regulation or any other requirement or order of any governmental or regulatory body or court or arbitrator applicable to provision of the Work, and Contractor's provision of the Work shall not violate any such law, ordinance, regulation or order.

6.1.5 Contractor's performance under this Agreement creates no potential or actual conflict of interest, as defined by ORS Chapter 244, for either Contractor or any Contractor personnel that will perform the Work under this Agreement.

6.2 Contractor's Performance Warranty. Contractor represents and warrants to Port that Contractor has the skill and knowledge possessed by well-informed members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contractor and Contractor's employees and any authorized subcontractors perform the Work described in this Agreement in accordance with the standards prevalent in Contractor's profession.

6.3 Guaranty. Contractor guarantees all materials and workmanship and agrees to replace at Contractor's sole cost and expense, and to the satisfaction of the Port, any or all materials adjudged defective or improperly installed, and to indemnify the Port against liability, loss or damage arising from such defects or improper installation during a period of one year from Final Acceptance.

6.4 Security of Work Site. Contractor shall take all reasonable precautions necessary to secure and protect the Work and the Work site during the performance of this Agreement, and to eliminate or prevent access to dangerous conditions. Contractor assumes full responsibility for the condition and safety of the Work site until Final Acceptance by the Port.

7. **Compliance with Laws.** Both parties agree to comply, and assist one another in complying with, all applicable federal, state and local laws and regulations, including, but not limited to, the following:

7.1 Prompt Payment. Pursuant to ORS 279C.515, if the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a

subcontractor by any person in connection with the public improvement contract as the claim becomes due, the Port may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Agreement.

7.1.1 If the Contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the project within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve Port that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the Contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.

7.1.2 If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

7.2 Medical Payments. Pursuant to ORS 279C.530, the Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

7.3 Worker's Compensation. Pursuant to ORS 279C.530(2), the Contractor attests that it is either a subject employer required to comply with ORS 656.017 (worker's compensation), or an employer that is exempt under ORS 656.126. If Contractor employs subject Workers who provide Work under this Agreement in the State of Oregon, Contractor shall comply with ORS 656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

7.4 Hours of Work. Pursuant to ORS 279C.520, Contractor shall ensure that no person is employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay:

(a)(A) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

(B) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(b) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

Each employer performing work under this Agreement must give written notice to employees who work on the project of the number of hours per day and days per week that the employees may be required to work. Such notice must be given either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees.

7.5 Prevailing Wages. Pursuant to ORS 279C.830(1), the Oregon prevailing wage in effect at the time the work under this Agreement was first advertised shall be paid to workers in each trade or occupation required in the performance of this contract either by the Contractor, subcontractor, or other person doing or contracting to do the whole or any part of the work contemplated by this Agreement. A list of the applicable prevailing wages can be referenced by selecting "Prevailing Wage Publications" on the Oregon BOLI website, www.oregon.gov/BOLI/WHD/PWR/W_PWR_Contracting.shtml. The posted rates are incorporated herein by this reference. Each worker shall be paid not less than the specified minimum hourly rate of wage. The Contractor shall ensure that each subcontractor agreement complies with these requirements.

7.6 Public Works Bond. Pursuant to ORS 279C.830(3), the Contractor and every subcontractor shall have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (7) or (8).

7.7 Prevailing Wage Certification. Pursuant to ORS 279C.845, by the fifth business day of the month following performance of work under this Agreement, the Contractor or subcontractor, as appropriate, shall deliver or mail to the Port, written, certified statements, on a form prescribed by the BOLI Commissioner, certifying:

(a) The hourly rate of wage paid each worker whom the contractor or the subcontractor has employed upon the public works; and

(b) That no worker employed upon the public works has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract.

7.7.1 The certified statements shall set out accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid.

7.7.2 The certified statement shall be verified by the oath of the Contractor or the contractor's surety, or subcontractor or the subcontractor's surety, that the Contractor or subcontractor has read the certified statement and knows the contents thereof and that the same is true to the Contractor's or subcontractor's knowledge.

7.8 Retainage When Certification Not Filed. Pursuant to ORS 279C.845(8), and notwithstanding Section 5.2 of this Agreement, the Port shall retain 25 percent of any amount earned by the Contractor under this Agreement until the Contractor has filed with the Port the certified statements as required under Section 7.7 of this Agreement. The Port shall pay the Contractor the amount retained under this Section within 14 days after the Contractor files the certified statements as required, regardless of whether a subcontractor has failed to file certified statements as required by Section 7.7. The Port has no obligation to verify the truth of the contents of certified statements filed by the contractor under Section 7.7.

7.8.1 The Contractor shall retain 25 percent of any amount earned by a first-tier subcontractor on the project until the subcontractor has filed with the Port certified statements as required by this Section. The Contractor shall verify that the first-tier subcontractor has filed the certified statements before the Contractor may pay the subcontractor any amount retained under this subsection. The Contractor shall pay the first-tier subcontractor the amount retained under this subsection within 14 days after the subcontractor files the certified statements as required by this section. Neither the Port nor the Contractor is required to verify the truth of the contents of certified statements filed by a first-tier subcontractor under Section 7.7.

7.9 Other Laws. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated.

7.10 Recycled Products. As required by ORS 279A.125, in the performance of this Agreement, Contractor shall use, to the maximum extent economically feasible, recycled products.

7.11 Non-Discrimination. Pursuant to ORS 279A.110, the Contractor shall not discriminate against minority- or woman-owned or emerging small business enterprises in the awarding of subcontracts.

8. Indemnities.

8.1 General Indemnity. Contractor shall defend, save, hold harmless, and indemnify Port, its officers, employees and agents, from and against all third-party claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, for personal injury, including death, damage to real property and damage to tangible personal property resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Agreement; provided that Contractor shall have no obligation to indemnify Port from and against any claims, suits, actions, losses, damages, liabilities, costs and expenses attributable solely to the acts or omissions of Port, its officers, employees or agents.

8.2 Delays. Contractor shall indemnify the Port for any and all loss and damages resulting from delays in completion of the Work when such delay is caused or attributable to default in the proper performance by Contractor.

9. Insurance.

9.1 General Liability Insurance. Contractor shall obtain and maintain, at its own expense, for the duration of this Agreement, commercial general liability insurance for Bodily Injury and Property Damage with limits of \$1,000,000 per occurrence/\$3,000,000 annual aggregate. It shall include contractual liability coverage for the indemnity provided under this Agreement.

9.2 Automobile Liability. Automobile Liability Insurance, including MCS-90 endorsement, with a combined single limit of no less than \$1,000,000 or equal to the U.S. Department of Transportation requirements, whichever is greater. The policy shall insure against bodily injury, property damage, or environmental damage arising out of the use (including loading, transporting and unloading) by or on behalf of Contractor, its agents and employees of owned, non-owned or hired vehicles.

9.3 Pollution Liability. Pollution Liability Insurance is not required under this Agreement.

9.4 Umbrella Coverage. A combination of primary and excess/umbrella insurance is acceptable. If Contractor is using excess/umbrella insurance to meet the minimum insurance requirement, Contractor's certificate must include a list of the policies that fall under the excess/umbrella insurance.

9.5 Additional Insureds. The Commercial General Liability insurance and Automobile Liability insurance required for this project shall include the Port of Bandon, its officers, employees and agents as Additional Insureds, but only with respect to Contractor's activities to be performed under this project.

9.6 Notice of Cancellation or Change. Contractor shall not cancel, cause a material change in, reduce its limits for or omit or intend not to renew the insurance coverage required under

this Agreement without thirty (30) calendar days' prior written notice from Contractor or its insurers to Port.

9.7 Certificates of Insurance. As evidence of the insurance coverage required under this Agreement, Contractor shall furnish acceptable insurance certificates to Port before commencing the Work and annually thereafter. The certificates shall specify all of the parties who are additional insureds and shall indicate all deductible amounts. Insuring companies shall be authorized to sell insurance in the State of Oregon. Contractor shall be financially responsible for all pertinent deductibles. Insuring companies or entities are subject to Port acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the Port.

10. Events of Default.

10.1 Default by Contractor. Contractor shall be in default under this Agreement if:

10.1.1 Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings which are not dismissed within 60 days of their commencement, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

10.1.2 Contractor no longer holds a license or certificate that is required for Contractor to perform the Work and Contractor has not obtained such license or certificate within thirty (30) business days after delivery of Port's notice or such longer period as Port may specify in such notice; or

10.1.3 Contractor commits any material breach or default of any covenant, warranty, obligation or certification under this Agreement, fails to perform the Work in conformance with the specifications and warranties provided herein, or clearly manifests an intent not to perform future obligations under this Agreement, and such breach or default is not cured, or such manifestation of an intent not to perform is not corrected by reasonable written assurances of performance within thirty (30) business days after delivery of Port's notice or such longer period as Port may specify in such notice.

10.2 Default by Port. The Port shall be in default under this Agreement if the Port fails to pay Contractor any amount pursuant to the terms of this Agreement, and Port fails to cure such failure within thirty (30) business days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice.

11. Remedies for Default.

11.1 Port's Remedies. In the event Contractor is in default under Section 10.1, Port may, at its option, pursue any or all of the remedies available to it by law or in equity, including but not limited to: Termination of this Agreement; withholding all monies due for Work that Contractor is obligated but has failed to perform within thirty (30) days after Port has notified

Contractor of the nature of Contractor's default; initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; exercise of its right of setoff.

11.2 Contractor's Remedies. In the event Port terminates this Agreement as set forth in Section 12.1, or in the event Port is in default under Section 10.2 and whether or not Contractor elects to exercise its right to terminate the Agreement under Section 12.3, Contractor's sole monetary remedy shall be a claim for the unpaid invoices; the hours worked but not yet billed with respect to each phase of work, up to the not-to-exceed amount set forth in the Statement of Work; authorized expenses incurred, less previous amounts paid and any claims which Port has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section, Contractor shall pay any excess to Port upon written demand.

12. Termination.

12.1 Port's Right to Terminate. Port may, at its sole discretion, terminate this Agreement, as follows:

12.1.1 For its convenience upon thirty (30) days' prior written notice to Contractor.

12.1.2 If Port fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for Contractor's services;

12.1.3. If Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the performance of the Work under this Agreement is prohibited, or Port is prohibited from paying for such Work from the planned funding source; or

12.1.4 Immediately upon Contractor's default under Section 10.1.

12.2 Contractor's Right to Terminate. Contractor may terminate this Agreement upon Port's default under Section 10.2.

13. Independent Contractor Status.

13.1 Performance of Work. Contractor shall perform all Work as an independent contractor. Although Port reserves the right to evaluate the quality of the completed performance, Port cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.

13.2 Declaration and Certification. Contractor by execution of this Agreement declares and certifies that, in the event that Contractor or its personnel are either employed by or performing services for the federal government, that no rules or regulations of the Port for which Contractor or its personnel work or are employed prohibit Contractor or its personnel from providing the Work under this Agreement. Contractor also declares and certifies by execution of this Agreement that it is not an "officer," "employee," or "agent" of Port, as those terms are used in ORS 30.265.

13.3 Responsible for Taxes. Contractor shall be responsible for all federal and state taxes applicable to compensation and other payments paid to Contractor under this Agreement and, unless Contractor is subject to backup withholding, Port will not withhold from such compensation and payments any amount to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this Agreement, except as a self-employed individual.

14. Dispute Resolution.

14.1 Jurisdiction; Venue. Unless otherwise agreed to by the parties, any claim, action, suit, or proceeding (collectively, "Claim") between Port and Contractor that arises from or relates to this Agreement shall be brought and conducted within the Circuit Court of Coos County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

14.2 Arbitration. By mutual agreement of the parties, in lieu of a court action claims may be submitted to binding arbitration.

14.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to conflict of laws principles.

14.4 Attorneys' Fees. In any suit or action instituted to enforce compliance with any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such attorney fees, costs and expenses as the court may adjudge reasonable in such suit or action, or any appeal therefrom.

15. Miscellaneous Provisions.

15.1 Subcontracts and Assignment. Contractor shall not enter into any subcontracts for any of the Work required by this Agreement or assign or transfer any of its interest in this Agreement without Port's prior written consent. Port's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Agreement.

15.2 Successors and Assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, if any.

15.3 No Third-Party Beneficiaries. Port and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

15.4 Funds Available and Authorized. Port believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within Port's budgetary appropriation or limitation. Contractor understands and agrees that Port's payment of amounts under this Agreement is contingent on Port receiving appropriations, limitations, or other expenditure authority sufficient to allow Port, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

15.5 Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies relative to this Agreement. Contractor shall demonstrate its legal capacity to perform the Work under this Agreement in the State of Oregon before entering into this Agreement.

15.6 Time Is of the Essence. Contractor agrees that time is of the essence under this Agreement.

15.7 Force Majeure. Neither Port nor Contractor shall be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control, including without limitation acts of God, acts of civil or military authority, fires, floods, earthquakes or other natural disasters, war, riots or strikes. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

15.8 Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

15.9 Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one contract binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

15.10 Waiver. The failure of either party to enforce any provision of this Agreement or the waiver of any violation or nonperformance of this Agreement in one instance shall not constitute a waiver by the party of that or any other provision nor shall it be deemed to be a waiver of any subsequent violation or nonperformance. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.

15.11 Integration. This Agreement and attached Exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement.

BY EXECUTION OF THIS CONTRACT, CONTRACTOR HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR: YOU WILL NOT BE PAID FOR SERVICES RENDERED BEFORE NECESSARY PORT APPROVALS.

PORT OF BANDON

CONTRACTOR

Billeter Marine, LLC
CCB #166653

Port Manager

Authorized Signature

Date

Date

ATTACHMENTS

1. Exhibit A, the Statement of Work;
2. Exhibit B, the Payment Terms;
3. Exhibit C, the Solicitation Document;
4. Exhibit D, the Proposal.



Exhibit A - Statement of Work for: The Port of Bandon, Fishing Pier Construction

1. Pre-Cast Pier Caps & Pre-Fabricate Steel Components in Billeter Marine's yard
 - 1.1. Pre-Cast Pier Cap Section AB-1,2 Section AB-3,4 Section AB-5,6 Section AB-7,8
 - 1.2. Pull Test Cylinders for Testing Compressive Strength of Concrete at 7, 14 & 21 Days
 - 1.3. Cure Pier Cap Sections for 21 Days
 - 1.4. Fabricate Steel Ramp Bents
 - 1.5. Fabricate HSS Tube on Face of Pier
 - 1.6. Fabricate Handrail Connections & Weld to Steel Pier Components
 - 1.7. Fabricate Handrail Connections to be Bolted to FRP Beams & Concrete Curb

2. Foundations for Pier Construction
 - 2.1. Survey
 - 2.2. Stabilize Existing Foundation Boulders
 - 2.3. Mobilize Flex Float Barge & Crane onsite
 - 2.4. Form and Pour Piers on Top of Foundation Boulders
 - 2.5. Set Pre-Fabricated Ramp Bents

3. Set Pre-Cast Pier Caps
 - 3.1. Deliver Pre-Cast Pier Caps to Site & Load Barge
 - 3.2. Set Pre-Cast Pier Cap Sections and Install Connection Formwork and Rebar
 - 3.3. Pour Connections Between Pre-Cast Sections & Curb at Back of Pier
 - 3.4. Install Steel H-Pile Beams on Ends of Pier and Weld on Front HSS Tube
 - 3.5. Strip Formwork from Connections Between Pre-Cast Sections of Pier Cap
 - 3.6. Anchor Handrail Base Connections to Concrete Curb at Back of Pier

4. Set FRP Beams & Grating
 - 4.1. Set FRP Beams on Pier
 - 4.2. Set FRP Beams on Ramp & Bolt on Handrail Connections
 - 4.3. Set FRP Grating on Pier
 - 4.4. Set FRP Grating on Ramp

5. Final Cleaning, Inspections and Punch List if Needed
 - 5.1. Clean Up all Trash and Debris from Construction Activities
 - 5.2. Inspect and Clean all Ramp and Pier Components If Needed
 - 5.3. Call Port Manager for Final Inspection and Make Corrections if Needed
 - 5.4. Demobilize Barge and Crane



OREGON STATE LEGISLATURE
900 COURT ST NE SALEM, OREGON 97301

From the Desks of

State Representative David Brock Smith HD01

State Senator Dallas Heard SD01

FOR IMMEDIATE RELEASE
Tuesday, July 6th, 2021

CONTACT: Shelia Megson
Chief of Staff

Rep.DavidBrockSmith@OregonLegislature.Gov

Representative David Brock Smith & Senator Dallas Heard Announce Strategic Investments for House District 01

Salem, ORE.- Today, State Representative David Brock Smith (R-Port Orford) and State Senator Dallas Heard (R-Roseburg); the members of Oregon's Southwest House and Senate District 01, announce their recipients of investment dollars from the American Rescue Plan Act. Senator Heard partnered with Representative Brock Smith to invest \$4 million dollars into HD 01, with focuses on economic development, youth development and career technical education for Southwest Oregon.

"I appreciate the opportunity to partner with Senator Heard on these strategic investments for our district," said Rep. David Brock Smith. "We have been working on building the Rogue River-Siskiyou Regional Wildfire & Emergency Services Training Center for a number of years, this investment will allow our partners to move forward with securing the needed federal resources that are available to assist with rolling out the project. We have also been focused on providing opportunities for desperately needed childcare, as well as partnerships with Southwestern Oregon Community College, Southwestern Oregon Children's Foundation, Coastal STEM Hub, Charleston Trade School, AYA and others for career technical education/career coordinated learning opportunities on the South Coast for our youth," said Rep. Brock Smith. "Lastly, the Port of Bandon has an excellent track record with sound management. This investment towards their shovel ready project of replacing their marina will provide economic development opportunities throughout the area," he said.

"I want to thank my friend and colleague, Representative David Brock Smith, for all of his great work on behalf of our constituents," said Senator Dallas Heard. "These are taxpayer dollars and we both felt they needed to be invested in a manner that would gain the maximum results and benefit the people of HD 01 in the best way possible. We believe investments in our children and their education, and to help them into careers they love is one of the best possible investments we could make. We also believe in creating advantages and economic development opportunities in the Southwest region of Oregon that will bring workforce training and jobs to our communities," said Senator Heard. "I'm honored to have partnered with the good Representative and our hardworking community leaders on these projects."

The projects listed below are the strategic investments brought forward by Representative Brock Smith and Senator Heard for HD 01. These investments are within SB 5006 that is awaiting the Governor's signature. The Legislative Fiscal Office recommends the funds will be available for disbursement as early as October of 2021. "This was a long Legislative Session that included a lot of work for the people of Southwest Oregon. These projects are only those outlined through this funding resource. There was much more work done and millions more in resources obtained for other projects in our district and around the State of Oregon. I will have a future Press Release that details these other investments obtained through my work during the legislative process," said Rep. David Brock Smith. "As always, it is sincerely privilege and honor to work for you."

ARPA Strategic Investments for House District 01:

Lincoln School of Early Learning	\$100,000	Coquille School District
Bandon Marina Redevelopment	\$2,800,000	Port of Bandon
Central Curry Early Learning Center	\$250,000	Central Curry School District
SAFTE - SW Achieves Fire Training Excellence	\$100,000	Southwestern Oregon Community College
Charleston Trade School/AYA	\$150,000	Oregon Coast Artisan & Trade Education Collective
Oregon Coast STEM Hub/Southwestern Oregon Children's Foundation partnership for CTE/Career Connected Learning	\$100,000	Southwest Oregon Children's Foundation
Rogue River-Siskiyou Regional Wildfire & Emergency Services Training Center	\$500,000	Curry County

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PROJECT INTAKE FORM



Client-Deal Number:

Note: Completion of this form does not guarantee an application will be invited. Program and Policy Coordinator may provide comments and suggestions for further project development.

SECTION 1 A: POTENTIAL APPLICANT

Organization Name Port of Bandon	Organization Choose an item: (Identify the ORS under which entity is formed if potential applicant is an entity other than city or county, such as special district, authority, association, etc.)
Street Address and County Coos County 390 First St. SW Bandon, OR 97411	Mailing Address 390 First St. SW Bandon, OR 97411
Office Phone 541-347-3206	Web URL portofbandon.com

SECTION 1 B: PROJECT CONTACT

Name Jeff Griffin	Title Port Manager
Phone 541-347-3206	Email portmanager@portofbandon.com
Phone (cell)	

SECTION 1 C: PROJECT OVERVIEW

Project Name Marina Redevelopment
Project Location (physical address/attach map)
Project Category <input type="radio"/> Planning <input type="radio"/> Design only <input type="radio"/> Construction only <input checked="" type="radio"/> Design & Construction <input type="radio"/> Other:

SECTION 1 D: ESTIMATED FUNDING REQUEST

	Amount	
Funding Request from Business Oregon	750,000	
Funds from potential applicant	650,000	<input type="radio"/> Not Budgeted <input checked="" type="radio"/> Budgeted
Other Funds: Federal Funding, Port Funds, WRCA Grant, Marine Board Grant	1,700,000	<input checked="" type="radio"/> Pending <input type="radio"/> Committed If committed, provide term:
Other Funds: State Funds - District 01 - House Bill 5006	2,800,000	<input checked="" type="radio"/> Pending <input type="radio"/> Committed If committed, provide term:
Estimated Total Project Cost	\$ 5,900,000	

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Cost Estimate Date:	May 2021	Prepared by	Jeff Griffin
Estimated Project Start Date:	October 1, 2022	Completion Date:	April 15, 2022
If funding assistance from Business Oregon includes a loan, how will it be repaid?			
25 year loan paid from budgeted income revenues without leveraging bonds or other debt services.			
Estimated date of first draw:			

SECTION 1 E: PROJECT DESCRIPTION

<p>Opportunity/Problem</p> <p>The Port of Bandon is seeking financing to rebuild the Port marina. The existing dock and pile infrastructure, originally built out of partially treated wood in the early 1980's, is well past its design life and has become an unstable and at times unsafe facility. The new facility responds to modern safety and environmental design. It meets and exceeds NOAA Fisheries and ODFW standards for light penetration and construction materials and is fully permitted by all regulatory and leasing agencies. The infrastructure supports both commercial and recreational fishing boats, a river and ocean sport charter fishery, tour boat operations, the US Coast Guard Search and Rescue Detachment Team, and serves as a stopover for coastal seafarers traveling up and down the coast. The facility also serves as a harbor of refuge. The project is ready to proceed to sealed bid solicitation, final design and construction once funding is realized.</p>
<p>Proposal/Solution Describe the proposed solution to the above problem/opportunity including identification of whether the proposed solution is a planning-only project (feasibility, preliminary engineering, technical assistance, etc.), a final design-only project, a construction-only project, or a combined final design/construction project.</p> <p>The Port of Bandon Marina Project is rigorously designed for safety and environmental stewardship, has been reviewed at numerous public meetings and is fully permitted. The project is a final design / construction project that can be efficiently implemented when funded.</p>

**SECTION 1 F: BACKGROUND INFORMATION – PART 1
FOR WATER OR WASTEWATER PROJECTS ONLY**

Current Monthly Residential User Charge (Assume 7,500 gallons per month water consumption.)	
per month water	per month wastewater
Compliance Status	<input type="radio"/> Achieve Compliance <input type="radio"/> Maintain Compliance <input type="radio"/> Meet Future Requirements <input type="radio"/> Not Compliance Related
(If compliance related, please provide supporting documentation from the related regulatory agency.)	
Identify type of compliance:	
Notice Date:	
Will the proposed project bring the utility into compliance? <input type="radio"/> Yes <input type="radio"/> No	

FOR ECONOMIC DEVELOPMENT PROJECTS ONLY (JOB RELATED)

What type of project is it?	<input type="radio"/> Emergency <input type="radio"/> Firm Business Commitment <input type="radio"/> Industrial <input type="radio"/> Levee <input checked="" type="radio"/> Other
If other special project is selected, please provide more information:	
Port Infrastructure.	
Will the project result in locating or expanding industrial or major commercial firm(s)?	
<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A	
If yes, provide firm's name (type of industry if confidential) and estimated number of jobs that will be created / retained.	
<p>How does this project build community or economic development? For economic development, please provide a brief economic impact statement. Example: this project will create/retain X number of jobs: construction, post construction and/or add \$X value to the community. State how many of the jobs will be at or above the county's minimum wage. State if the jobs are traded sector jobs or not. State cost per jobs created or retained.</p> <p>The Port Marina infrastructure is a key element that helps to sustain marine activities and local businesses and supports over 600 direct and induced Oregon jobs. A 2014 study funded by the State of Oregon concluded that the Port of Bandon's access to the ocean and river supports an annual economic output of over \$60 million and plays a key role in generating approximately \$5 million in annual federal tax revenue. It also supports 54 local businesses ranging from fishing supplies to restaurants and lodging. The support of local businesses in Bandon is very important given that in 2018, the median household income in Bandon was \$32,014, whereas statewide it was \$63,426. The Port estimates that approximately 110 direct and indirect temporary jobs will be created during the project construction phase to fabricate and install infrastructure.</p>	

**This is the end of the form for planning-only projects and technical assistance-only projects.
If your project is design and/or construction, please continue to complete the following pages.**

**SECTION 1 G: BACKGROUND INFORMATION – PART 2
FOR DESIGN AND/OR CONSTRUCTION PROJECTS**

Is the project based on a technical document that shows the project is feasible, cost effective, and completed by a licensed engineer or architect (such as approved Master Plan, Facilities Plan or other technical report)? Yes No

If Yes, date of plan or report: 6/20/2020

If No, when will an engineering or architectural report be completed?

Has the governing body of the potential applicant conducted a public meeting (council or board meeting, public hearing, workshop, etc.) **to identify and discuss the proposed project, including such items as nature and need for the project, starting date, financing requirements that may involve taking on additional debt, and consistency with the local comprehensive land use plan, county-wide or regional plan?** Yes No

Type of public meeting: Public hearings **Date of public meeting:** numerous

If No, when will the public meeting be held?

FOR WATER OR WASTEWATER PROJECTS ONLY (FOR DESIGN AND/OR CONSTRUCTION PROJECTS)

Are the audited financial reports for the three most recent fiscal years available on the Secretary of State website? Yes No

If No, attach the most recent financial reports (audited, if available)

What is the existing annual debt service for the existing system?

What is the amount, if any, of existing annual debt service for the system that is paid by property taxes?

per year water per year wastewater

Planned Monthly Residential User Charge Upon the Completion of Construction (must adequately cover operation, maintenance, replacement and debt financing):

per month water per month wastewater

Is there a current OM&R (Operation, Maintenance and Replacement) **Manual for the system?** Yes No

Are Maintenance and Replacement expenditures budgeted annually? Yes No

Are meters installed on all service connections? Yes No

If No, percentage not metered and provide explanation:

Coquille Fall Chinook Adaptive Action Plan—2021

The following document describes actions ODFW intends to take to address recent and concerning downturns in the Coquille wild and hatchery fall Chinook populations. The document separates actions associated with restoring wild spawner abundance from those associated with restoring hatchery spawner abundance.

Natural Production

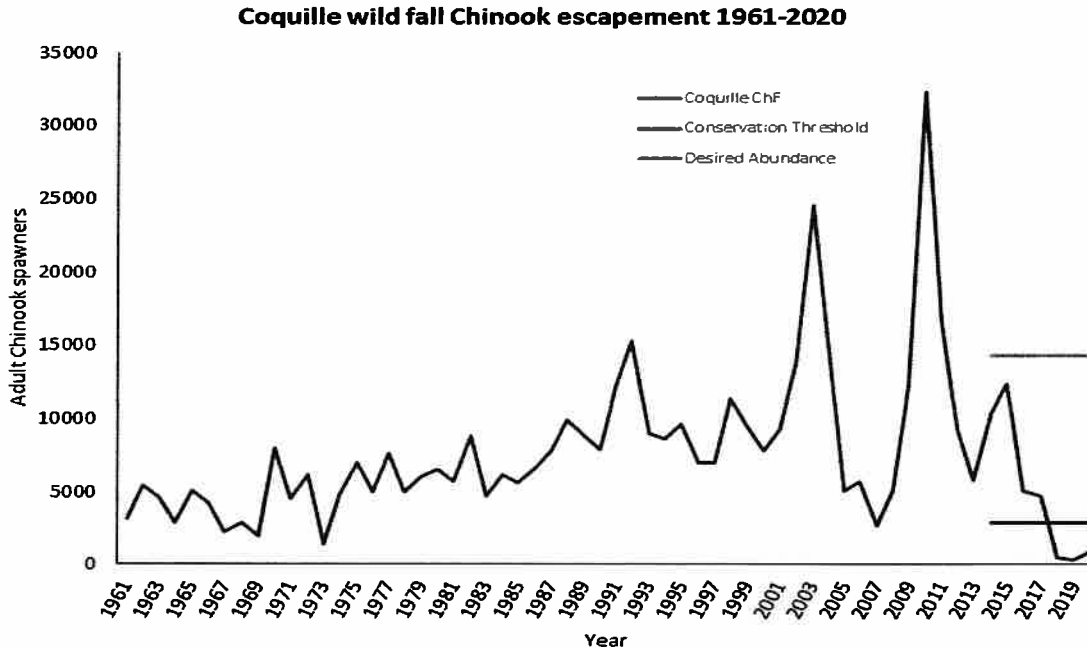
Background

Returns of wild fall Chinook (ChF) in the Coquille basin declined precipitously in 2018. While it is normal for salmon and steelhead populations to cycle because of changes in freshwater and ocean conditions, the decline is outside the bounds of what would be expected and has diverged from patterns in nearby systems. Wild spawner abundance in 2018 and 2019 (498 and 275 adult spawners, respectively) was far below the historical range of variation for this population. Escapement improved in 2020 (est. 879 spawners), but was still well below the critical abundance threshold (2,833 spawners). An analysis by ODFW staff in 2020 concluded that predation by non-native species (primarily small mouth bass but also striped bass) is creating a freshwater bottleneck that has both exacerbated the expected decrease associated with poor ocean conditions and moderated a recovery as those conditions have improved.

There are some positive signs, including the increase in escapement in 2020 and improvement in ocean conditions following a 5+ year period of historically poor productivity. However, the continued range expansion of smallmouth bass and recent increase in the striped bass population, combined with a high probability of drought conditions in 2021, raise considerable near-term concerns for this population.

Coquille Fall Chinook Escapement Trend

The Coquille Basin wild ChF escapement estimates for 1961-2020 are shown in the graph below. Through the 1980's, the returns were in the range of 2,000 to 10,000 fish. Since 1990, the runs have fluctuated more widely, primarily between 5,000 and 15,000 fish, with a two peak returns in excess of 25,000 fish, and valleys below 5,000 fish. Escapement since 2018 has remained below the *Coastal Multi-Species Conservation and Management Plan* ("CMP"; ODFW 2014) Conservation Threshold for harvest management of 2,833 fish. Desired Abundance (average return) is 14,300 fish.



Limiting Factors:

- Ocean productivity/marine survival conditions;
- In-basin environmental conditions—
 - river temperatures;
 - sediment;
 - lack of cover/shade;
 - loss of off-channel transitory habitat;
- Non-native fish predators

The quality of freshwater habitat establishes the potential upper limits for population abundance. The Coquille system has several challenges that limit this potential. Despite this, analysis by ODFW staff suggests there have been no significant changes in freshwater habitat during the past decade that explain the recent declines. Continued focus on addressing the limiting factors identified above will be critical to the longer term future of the population. Ocean productivity tends to fluctuate on a multiyear cycle and has a significant impact on adult returns, as evidenced by lower returns coast-wide since 2015. Given there is little that can be done to alter ocean conditions, focus is on addressing freshwater factors to maximize the number of fish entering the ocean. Predation by non-native species (primarily small mouth bass) was identified as a new limiting factor that represents a critical bottleneck to freshwater survival. The long-term viability of the fall chinook population will likely depend on success in reducing predation.

Adaptive actions

The CMP had previously outlined several actions to improve the status of fall Chinook. ODFW continues to work with partners to implement these actions (e.g., restoration at Winter Lake). The following describes adaptive actions that have been/will be taken to address the recent circumstances:

2019:

- 2018 escapement was only ~ 500 fish, on a forecast of 7,140. As a precaution, on a 2019 forecast of 6,926 fish, we reduced wild Chinook harvest through a reduced bag limit of 1 per day, 2 per season and restricted the open area to downriver from Sturdivant Park Bridge (RM 25, in Coquille), to protect fish holding in upper tidewater prior to spawning.

2020:

- Formed a Coquille ChF Work Group comprising multiple ODFW programs/staff to investigate decline and develop recommended actions.
- 2020 fisheries were restricted to no wild ChF harvest; the open area was restricted to downriver of Hwy 101 bridge, and bank angling in Randolph Slough (near Sevenmile Creek).
- District sought and received NOAA incidental coho take coverage for smallmouth (SB) and striped bass (StB) removal.
- District implemented SB and StB removal via boat electrofishing in upper tidewater.
- District requested and received a Temporary Rule allowing for recreational spearfishing of SB, and use of bait to increase the effectiveness of public removal of invasive fish.
- Identified the need for intensive bass assessment to inform modeling for removal or other management actions. Without such information, non-native fish management actions may be costly and ineffective.

Actions Planned for 2021:

These actions are intended to maximize the number of fish spawning in the wild and minimize predation pressure on juveniles.

- Remain under Conservation Closure for wild ChF harvest;
- District has proposed for F&W Commission action, NO OPEN SALMON FISHERY in-basin; in order to increase wild ChF escapement and increase hatchery broodstock availability;
- Continue to monitor wild population through spawning surveys and juvenile seining in estuary;
- Wild brood will not be incorporated into the hatchery program for harvest augmentation (see attached guidelines);
- Continue to evaluate the need for, and prepare for possibility of, a conservation hatchery program (see attached guidelines);
- ODFW/Tribal "all hands Blitz" to obtain abundance estimate for SB and conduct incidental removals (August);
- Re-establish Temporary Rule for spearfishing and use of bait for public SB removal;
- **Additional SB removal efforts, including above tidewater with other methods and gears;**
- **Work with partners to develop/support a long term/stable approach to emerging and critical fish management needs, including non-native species control.**

- **Continue to address hatchery capacity issues associated with Rock Creek rebuild and deferred maintenance at Cole Rivers so that a conservation hatchery program could be developed if needed.**
- **Pursue restoring Standard spawning survey access for adult ChF monitoring.**

Hatchery Production

Background

Hatchery returns to the Coquille have also declined sharply in recent years, and broodstock collection has fallen short of program needs in 2018–2020. The hatchery ChF program for the Coquille Basin has a Harvest Augmentation objective, meaning the fish are produced to contribute to sport and commercial fisheries in the ocean and in the Coquille River. Coded Wire Tag recoveries indicate that Coquille Stock ChF contribute to fisheries from SE Alaska and British Columbia, along the Washington and Oregon coasts, and finally to the sport fishery in the Coquille estuary and Bandon Hatchery returns. The current production goals, approved through the CMP, are:

- 155,000 smolts, released in the lower estuary;
- 20,000 presmolts, released from Cunningham Creek (Coquille High School);
- 100,000 unfed fry, reared in hatchboxes in the North Fork and South Fork (50k each).

Production of the 155,000 smolts requires 70 pairs of fish (70 females and 70 males; assumes 3,600 eggs/female). An additional 40 pairs are necessary to produce the presmolt and hatchbox production.

The CMP calls for evaluation of the unfed fry releases, if they are to continue. However, resources and workload prioritization have not facilitated this evaluation, to date. The District preference would be to discontinue the hatchbox production, instead allowing those additional broodstock adults to spawn naturally. We believe that post-fry limiting factors (particularly predation and habitat conditions) likely negate any potential egg-to-fry boost from hatchbox incubation.

For many years up until 2018, the majority of broodstock fish were collected in upper tidewater near Myrtle Point by entanglement netting. This meant that most of the broodstock for the hatchery program were wild fish, returning to the upper basin. The incidence of finmarked (hatchery) fish being encountered during broodstock collection and on spawning surveys has been very low, due to the location of hatchery smolt releases very low in the basin (RM 7 and below). The re-initiation of smolt releases into lower Ferry Creek in 2014 was partially intended to create swim-in returns to Bandon Hatchery, as well as boost sport harvest in the estuary below Hwy 101 in response to public requests. In 2018, due to low wild ChF returns, only 20 wild fish were collected for broodstock in upper tidewater. Because of the low run size, no wild fish were collected upriver in 2019 and 2020. At such low run abundances, it is critical that these fish be allowed to spawn in the wild versus providing support to a harvest augmentation program (see attached document for more discussion).

Increasingly in recent years, rainfall in the fall of the year has been coming later and later, meaning that elevated streamflows to attract ChF up to Bandon Hatchery have been too late for fish holding near the mouth of Ferry Creek. District staff, Bandon Hatchery staff, and volunteers netted returning adult Chinook in lower Ferry Creek in 2019. In 2020, a fish trap was assembled and operated in lower Ferry Creek to capture returning adults. The trap was very unsuccessful at capturing fish, possibly due to predation or harassment by harbor seals observed in the area. Only three female ChF were captured, meaning that the production of smolts will only be around 10,000 fish for the 2020 brood year.

Challenges to restoring full production:

- Ocean productivity/marine survival conditions;

- Non-native fish predators;
- Low water supply at Bandon Hatchery in summer time;
- Lack of attraction flow in Ferry Creek when adult ChF return;
- Possible seal predation on holding ChF adults in lower Ferry Creek;
- Several ODFW hatchery capacities are currently diminished/lost due to catastrophic wildfires in 2020;
- Poor performance of Sevenmile Creek as acclimation site;
- Complex criteria for establishing new, alternative trap and/or acclimation sites.

Actions Taken to date:

2020:

- District sought and received NOAA incidental Coho take coverage for smallmouth (SB) and striped bass (StB) removal.
- District implemented SB and StB removal via boat electrofishing in upper tidewater.
- District requested and received a Temporary Rule allowing for recreational spearfishing of SB, and use of bait to increase the effectiveness of public removal of invasive fish.
- ODFW staff conducted a comprehensive review of the Coquille hatchery program.

Actions proposed for 2021:

These actions are intended to 1) maximize the number of hatchery fish available for brood in the near term (to rebuild the program), 2) reduce predation loss following release, and 3) secure a more reliable acclimation/collection site that also expands the bay fishery.

- District has proposed NO SALMON FISHERY in-basin (pending F&W Commission action);
- Install seal excluder in lower Ferry Creek;
- Complete Ferry Creek trap improvements;
- Rear the remaining ~ 9,000 smolts to yearling smolt release (spring 2022) to increase survival;
- Work with Coquille Tribe and others to increase broodstock collection efforts;
- **Locate and develop new trap/acclimation site(s) in lower river;** this will require finding appropriate site(s) with:
 - flow, temp., etc. conditions for safely holding fish;
 - permission from landowners;
 - security from vandals;
 - access for liberation truck;
 - feasibility of installing trap and/or acclimation infrastructure;



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